

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

UNITED STATES OF AMERICA

Criminal No: 3:19-108

v.

PLEA AGREEMENT

JOHN HARDEE

General Provisions

This PLEA AGREEMENT is made this 20nd day of January, 2018, between the United States of America, as represented by United States Attorney SHERRI A. LYDON, Assistant United States Attorney T. DeWayne Pearson; the Defendant, **JOHN HARDEE**, and Defendant's attorneys, Jim M. Griffin and Richard A. Harpootlian.

IN CONSIDERATION of the mutual promises made herein, the parties agree as follows:

1. The Defendant agrees to waive Indictment and arraignment, and plead guilty to an Information charging, evidence tampering, in violation of Title 18, United States Code, § 1512(c)(1).

In order to sustain its burden of proof, the Government is required to prove the following:

Count one

- A. that the defendant altered, destroyed, mutilated, or concealed, or attempted to alter, destroy, mutilate, or conceal, a record, document, or other object;

B. that the defendant did so with the intent to impair the object's integrity or availability for use in an official proceeding; and

C. that the defendant did so corruptly.

The penalty for this offense is:

A fine of 250,000 and imprisonment for up to 3 years and a term of supervised release of 1 year plus a special assessment of \$100.00

2. The Defendant understands and agrees that monetary penalties [i.e., special assessments, restitution, fines and other payments required under the sentence] imposed by the Court are due immediately and subject to enforcement by the United States as civil judgments, pursuant to 18 USC § 3613. The Defendant also understands that payments made in accordance with installment schedules set by the Court are minimum payments only and do not preclude the government from seeking to enforce the judgment against other assets of the defendant at any time, as provided in 18 USC §§ 3612, 3613 and 3664(m). The Defendant further agrees to enter into the Bureau of Prisons Inmate Financial Repayment Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands that any monetary penalty imposed is not dischargeable in bankruptcy.

- A. Special Assessment: Pursuant to 18 U.S.C. §3013, the Defendant must pay a special assessment of \$100.00 for each felony count for which he is convicted. This special assessment must be paid at or before the time of the guilty plea hearing, or during participation in the Bureau of Prisons Inmate Financial Repayment Program if this plea results in incarceration.
- B. Restitution: The Defendant agrees to make full restitution under 18 U.S.C. § 3556 in an amount to be determined by the Court at the time of sentencing, which amount is not limited to the count(s) to which the Defendant pled guilty, but will include restitution to each and every identifiable victim who may have been harmed by his scheme or pattern of criminal activity, pursuant to 18 U.S.C. § 3663. The Defendant agrees to cooperate fully with the Government in identifying all victims.
- C. Fines: The Defendant understands that the Court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572.

3. The Defendant understands that the obligations of the Government within the Plea Agreement are expressly contingent upon the Defendant's abiding by federal and state laws and complying with any bond executed in this case. In the event that the Defendant fails to comply with any of the provisions of this Agreement, either express or implied, the Government will have the right, at its sole election, to void all of its obligations under this Agreement and the Defendant will not have any right to withdraw his plea of guilty to the offense(s) enumerated herein.

4. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the parties stipulate to the following:

A. Factors Affecting Offense Level under the Guidelines:

The appropriate base offense level is 14 pursuant to U.S.S.G. § 2J1.2 (a). Application of the cross-reference provision in U.S.S.G. § 2J1.2 (c) does not result in a base offense level greater than 14. No adjustment for role in the offense under U.S.S.G. §§ 3B1.1 or 3B1.2 is appropriate.

B. Acceptance of Responsibility: A 2-level reduction is appropriate pursuant to U.S.S.G. § 3E1.1(a);

C. Adjusted Offense Level: The adjusted offense level is 12.

D. 18 USC § 3553 Factors: A non-custodial sentence is the appropriate disposition considering the factors under 18 U.S.C. § 3553, including the Defendant's age and health condition.

Merger and Other Provisions

5. The Defendant represents to the court that he has met with his attorneys on a sufficient number of occasions and for a sufficient period of time to discuss the Defendant's case and receive advice; that the Defendant has been truthful with his attorneys and related all information of which the Defendant is aware pertaining to the case; that the Defendant and his attorneys have discussed possible defenses, if any, to the charges in the Information including the existence of any exculpatory or favorable evidence or witnesses, discussed the Defendant's right to a public trial by jury or by the Court, the right to the assistance of counsel throughout the proceedings, the right to call witnesses in the Defendant's behalf and compel their attendance at trial by subpoena, the right to confront and cross-examine the government's witnesses, the Defendant's right to testify in his own behalf, or to remain silent and have no adverse inferences drawn from his silence; and that the Defendant, with the advice of counsel, has weighed the relative benefits of a trial by jury or by the Court versus a plea of guilty pursuant to this

Agreement, and has entered this Agreement as a matter of the Defendant's free and voluntary choice, and not as a result of pressure or intimidation by any person.


6. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void.

1/19/19
Date




JOHN HARDEE, DEFENDANT

Date



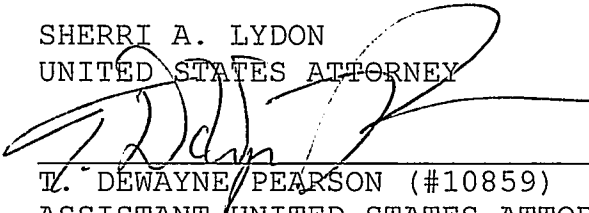
JIM M. GRIFFIN
ATTORNEY FOR THE DEFENDANT

1/19/19
Date



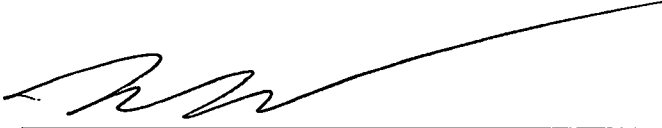
RICHARD A. HARPOOTLIAN
ATTORNEY FOR THE DEFENDANT

1-22-19
Date

SHERRI A. LYDON
UNITED STATES ATTORNEY


T. DEWAYNE PEARSON (#10859)
ASSISTANT UNITED STATES ATTORNEY

1-22-19
Date



WILLIAM C. LEWIS (#12076)
ASSISTANT UNITED STATES ATTORNEY